

LIDDELL, SAPP, ZIVLEY, HILL & LABOON

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ATTORNEYS

TEXAS COMMERCE TOWER

HOUSTON, TEXAS 77002

(713) 226-1200

TELEX 76-2616

TELECOPIER (713) 223-3717

1200 TEXAS COMMERCE TOWER

2200 ROSS AVENUE

DALLAS, TEXAS 75201

(214) 220-4800

TELECOPIER (214) 220-4899

301 CONGRESS AVENUE

SUITE 1400

AUSTIN, TEXAS 78701

(512) 320-4111

TELECOPIER (512) 320-4161

30 WALL STREET
NEW YORK, NEW YORK 10005
(212) 809-8450
TELECOPIER (212) 809-8459

RECORDATION NO. 13842-6 FILE 13842

SEP 7 1988-10 25 AM

August 30, 1988

INTERSTATE COMMERCE COMMISSION

No. 8-251A031

Date SEP 7 1988

Fee \$ 13.00

ICC Washington, D.C.

Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., N.W.
Room 2303
Washington, D. C. 20423

Re: Texas Commerce Bank National Association
("Secured Party") loan to Nolan Lehmann
("Debtor")

Ladies and Gentlemen:

Enclosed please find an originally executed and notarized Renewal, Extension and Modification Agreement (the "Renewal Agreement"), along with two [2] duplicate photocopies of the same, in connection with the Security Agreement between Secured Party and Debtor, which was filed with the Interstate Commerce Commission ("ICC") on July 18, 1980 under Recordation No. ~~12219-A~~ 13842 and which has been previously renewed, extended and modified pursuant to a Renewal, Extension and Modification Agreement effective as June 2, 1986 filed with the ICC under Recordation No. ~~12219-B~~ 13842.

Please arrange to have this Renewal Agreement filed in your records.

I also enclose a check in the amount of \$13.00, which covers your recordation fee. Please forward the Certificate of Recordation and two photocopies of the Renewal Agreement stamped with the appropriate filing information to:

Mr. Rod E. Sands
Liddell, Sapp, Zivley,
Hill & LaBoon
3400 Texas Commerce Tower
Houston, Texas 77002-3095.

SEP 7 10 30 AM '88
RECEIVED
FBI - DALLAS

13842-B
RECORDATION NO. 13842

SEP 7 1988 10 35 AM

[This instrument renews and extends the security interests of the Security Agreement recorded in the Office of the Interstate Commerce Commission on November 12, 1982 under Recordation No. 13842, executed by Nolan Lehmann as Debtor and Texas Commerce Bank National Association as Secured Party, and this instrument is to be recorded in said Office].

RENEWAL, EXTENSION AND MODIFICATION AGREEMENT

THIS RENEWAL, EXTENSION AND MODIFICATION AGREEMENT ("Agreement") is dated effective as of September 30, 1986. The parties to it are NOLAN LEHMANN, a resident of Harris County, Texas (the "Borrower"), and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

W I T N E S S E T H:

RECITALS:

The Borrower executed and delivered to the Lender a promissory note (as the same may have been renewed, extended or modified, the "Original Note") dated effective as of September 30, 1982, in the original principal sum of Thirty-Three Thousand Dollars (\$33,000.00), bearing interest at the rate therein stated, with a stated final maturity of September 30, 1985.

The Borrower executed and delivered to the Lender a promissory note dated effective as of September 30, 1985 (which, as it may have been renewed, extended or modified, is called the "Note"), in the original principal sum of Twenty-Four Thousand Seven Hundred Fifty Dollars (\$24,750.00) bearing interest at the rate therein stated, with a stated final maturity date of September 30, 1986, the Note renewing and extending (but not extinguishing) the unpaid principal balance of the Original Note due and owing at the maturity of the Original Note.

The Original Note and the Note are secured, among other security, by the liens and security interests of a Security Agreement (the "Security Agreement") dated of even date with the Original Note executed by the Borrower in favor of the Lender covering and affecting one (1) 3,000 C.F. pressure differential covered hopper car with 100-ton roller bearing trucks, bearing the registration number: GLNX9318; and certain other property more fully described therein. The Security Agreement was recorded in the office of the Interstate Commerce Commission on November 12, 1982 under Recordation No. 13842. All liens and security interests securing the Note are collectively called the "Liens".

The Borrower and the Lender now agree to extend the stated final maturity date of the Note, to make certain other changes to the Note and to ratify the Liens and confirm that they continue to secure the Note, as modified hereby, all as set forth in the succeeding provisions of this Agreement (which shall control over any conflicting or inconsistent recitals above).

AGREEMENTS:

In consideration of the premises and the mutual agreements herein set forth, the Borrower and the Lender hereby agree as follows:

1. BALANCE. The present unpaid principal balance of the Note is TWENTY-ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$21,750.00).

2. INTEREST RATE. The Note shall bear interest on its unpaid principal balance from the effective date hereof (as above set forth) until its maturity at (a) the Stated Rate or (b) the Ceiling Rate, whichever is less. "Stated Rate" means, on any day, a rate per annum equal to the Prime Rate for that day plus one percent (1%), provided, that if on any day the Stated Rate shall exceed the Ceiling Rate for that day, the Stated Rate shall be fixed at the Ceiling Rate on that day and on each day thereafter until the total amount of interest accrued at the Stated Rate on the unpaid balance of the Note equals the total amount of interest which would have accrued if there were no Ceiling Rate. "Prime Rate" means, on any day, the prime rate for that day as announced by the Lender and entered in the minutes of its Loan and Discount Committee. "Ceiling Rate" means, on any day, the maximum nonusurious rate of interest permitted for that day by whichever of applicable federal or Texas law permits the higher interest rate, stated as a rate per annum. On each day, if any, that Chapter One ("Chapter One") of Title 79, Texas Revised Civil Statutes, 1925, as amended (the "Texas Credit Code") establishes the Ceiling Rate, the Ceiling Rate shall be the "indicated rate ceiling" (as defined in Chapter One) for that day. Without notice to the Borrower or anyone else, the Prime Rate and the Ceiling Rate shall each automatically fluctuate upward and downward as and in the amount by which the Lender's prime rate and such maximum nonusurious rate of interest permitted by applicable law, respectively, fluctuate.

3. PAYMENT SCHEDULE AND MATURITY DATE. The Note shall be due and payable in equal quarterly installments of Seven Hundred Fifty Dollars (\$750.00) each, including interest. The first installment shall be due and payable on December 31, 1986, and a like installment shall be due and payable on the last day of each succeeding March, June, September and December thereafter until the Note shall have been fully paid and satisfied. Provided, that on September 30, 1990, the final maturity of the Note, all principal and accrued interest then unpaid shall be finally due and payable.

4. APPLICATION OF PAYMENTS. All payments shall be applied first to accrued interest and the balance to principal. All prepayments shall be applied first to accrued interest, and the balance to the principal installments in inverse order of their maturity.

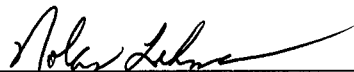
5. PAST DUE RATE. All past due principal and interest on the Note shall bear interest at the Ceiling Rate, or only if applicable law shall not provide a maximum nonusurious rate of interest, then at the Stated Rate plus an additional five percent (5%) per annum.

6. BUSINESS LOANS. The Borrower warrants and represents to the Lender, and to all other holders of any debt evidenced by the Note, that each loan, whether one or more, evidenced by the Note is and shall be for business, commercial, investment or other similar purpose and not primarily for personal, family, household or agricultural use, as such terms are used in Chapter One of Title 79, Texas Revised Civil Statutes, 1925, as amended.

7. LIEN CONTINUATION; MISCELLANEOUS. The parties hereto acknowledge, confirm and ratify that the Note (to the extent of the full original principal amount thereof) was given in renewal and extension (but not extinguishment) of the unpaid principal

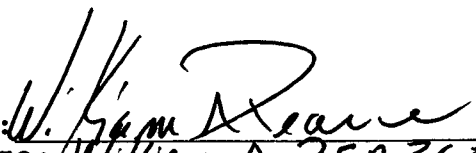
balance of the Original Note, that the Liens have at all times secured the payment and performance of the Note, and the Liens are hereby ratified and confirmed as continuing to secure the payment of the Note, as modified hereby. Nothing herein shall in any manner diminish, impair or extinguish the Note or the Liens securing it. The Liens are not waived. To the extent of any conflict between the Note (or any earlier modification of it) and this Agreement, this Agreement shall control. Except as hereby expressly modified, all terms of the Note (as it may have been previously modified by any written agreement) remain in full force and effect. This Agreement (a) shall bind and benefit the Borrower and the Lender and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns (provided, that the Borrower shall not assign its rights hereunder without the prior written consent of the Lender); (b) may be modified or amended only by a writing signed by each party; (c) shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America; (d) may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when executed and delivered, shall constitute an original agreement enforceable against all who signed it without production of or accounting for any other counterpart, and all separate counterparts shall constitute the same agreement and (e) embodies the entire agreement and understanding between the parties with respect to modifications of instruments provided for herein and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. Any exhibits, appendices and annexes described in this Agreement as being attached to it are hereby incorporated into it. The headings in this Agreement shall be accorded no significance in interpreting it.

EXECUTED effective as of the date first stated in this Agreement.



 NOLAN LEHMANN

TEXAS COMMERCE BANK NATIONAL
 ASSOCIATION, a national
 banking association

By: 
 Name: WILLIAM A. PEARCE
 Title: VICE PRES

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Nolan Lehmann, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of December, 1986.

(SEAL)

Audrey Packer
 Notary Public in and for
 the State of T E X A S
 Printed Name: Audrey Packer
 My Commission Expires: 9-7-90

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM A. PEARCE, VICE PRESIDENT of Texas Commerce Bank National Association, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said association.

Given under my hand and seal of office this 25th day of August, ~~1986~~
1988
wxt

(SEAL)

Lorna Weldin
 Notary Public in and for
 the State of T E X A S
 Printed Name: Lorna Weldin
 My Commission Expires: 5/15/89